



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

March 29, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) [Lake Quinsigamond Water Commission – Weed Control -Peter Collins](#)

2. APPOINTMENTS

Town Administrator-None

Board of Selectmen

- a) [Ruth T. Anderson – Affordable Housing Trust](#)
- b) [Kris Koliss – Affordable Housing Trust](#)

3. RESIGNATIONS

- a) [William Kuck – Retirement from Grafton Police Department](#)
- b) [Jonathan Lincoln – Mill Villages Advisory Committee](#)
- c) [Kathleen A. Theoharides – Conservation Commission](#)

4. NEW BUSINESS

- a) [Vote to Approve Road Closure For Grafton Little League- Sunday, April 24th 11:30-12:30PM](#)
- b) [Vote to Authorize the Town Administrator to Purchase Mini Plus Wireless Response System from Audience Response Systems, Inc.](#)

c) [Vote to Sign EL Harvey Contract Extension](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

a) FY 17 Budget

8. MEETING MINUTES

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN

Lake Quinsigamond Lake Commission- Chairman Peter Collins will address the Board asking to request inclusion into the Town's fiscal year's budget.



Lake Quinsigamond Commission

WORCESTER — SHREWSBURY — GRAFTON
MASSACHUSETTS

January 21, 2016

Timothy P. McInerney
Town Administrator
Town of Grafton
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

Dear Mr. McInerney,

I am sending this letter to request inclusion, into the Town of Grafton's coming fiscal year's budget, of the sum of \$35,000 to be used as outlined below with reference to the attached Lake Quinsigamond Commission 2016 Proposed Budget. Equal amounts are also being requested from the Town of Shrewsbury, The City of Worcester, and The Commonwealth of Massachusetts.

As a valuable resource for recreation, education, and local business, Lake Quinsigamond continues to face challenges presented by both nature and man. All of our respective communities benefit in one way or another from the growing real estate values along its shores, the prominence of the Lake as a world renown rowing venue, and the employment and economic stimulus of the local businesses serving the Lake district.

Lake Quinsigamond's vast popularity as a recreation area, its dense residential and commercial build out, with three busy state highways spanning over its waters, takes a substantial toll on the strength and sustainability of its natural habitat, and the safety of those who enjoy it.

The Lake Quinsigamond Commission, under the Special Acts of 1916 and subsequent amendments, has been assigned the task of overseeing the management of the watershed and the safe and open use of the waterways of Lake Quinsigamond, Flint, Flagg, and Hovey Ponds, as well as, the Quinsigamond River. We are requesting these funds to manage an escalating invasive plant population, to provide for public education and awareness of the safe use and enjoyment of the lake, to maintain and upgrade safety and navigational markers, and to enhance law enforcement efforts on the waterways.

In addition to the funds requested above, the LQC generates approximately \$15,000 per year from dock related fees. As part of our five year budget plan, we are currently discussing a proposal to raise residential dock fees to \$35 from the current \$25, which would increase our revenue to approximately \$21,000 annually.

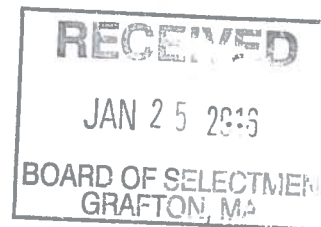
I am available to discuss any questions you may have regarding this matter, and appreciate your support and consideration of this effort.

Respectfully,


Peter Collins

Chair, Lake Quinsigamond Commission
Cell: 508-523-2284
Email: pncollins@outlook.com

P.O. Box 4476 TS, Shrewsbury, MA 01545



LQC Proposed Budget - 2016

Description	Vendor	Category	Date	Amount	Totals
Weed Management					
Permitting					
Permitting & Agency Reporting	ESS	Services		\$ 33,750.00	
					Permitting: \$ 33,750.00
Monitoring					
Vegetation Monitoring	ESS?	Services	Annual	\$ 5,500.00	
					Monitoring: \$ 5,500.00
Plant Management					
Systemic Chemical Treatment	ACT	Treatment		\$ 110,000.00	
Spot Chemical Treatment	ACT	Treatment		\$ 9,000.00	
Contact Chemical Treatment - Sacred Lotus	ACT	Treatment		\$ 1,500.00	
Algaecide Treatment - as needed	ACT	Treatment		\$ 5,000.00	
Hand Harvesting/Dash	ACT	Treatment		\$ 43,000.00	
					Plant Management: \$ 168,500.00
					Total Weed Management: \$ 207,750.00
Public Safety					
Education and Awareness					
Signage (at Corizini & Oak Island Boat Ramps)	DBT	Services		\$ 1,000.00	
Handouts	DBT	Services		\$ 600.00	
Hazard Markers	DBT	Maintenance		\$ 1,000.00	
					Public Awareness: \$ 2,600.00
Enforcement					
Patrols	DBT	Services	Annual	\$ 5,500.00	
					Patrols: \$ 5,500.00
					Total Public Safety: \$ 8,100.00
					Grand Total: \$ 215,850.00

If the Board is in agreement the Board will appoint Ruth T. Anderson to the Affordable Housing Trust.



Grafton, MA

30 Providence Road

Phone: 508-839-5335

April 5th

Citizen Activity Form

Good Government Starts with You

Date Submitted: March 4, 2016

Name: Ruth T Anderson

Home Address: 30 Elmwood Street
South Grafton, MA 01560

Mailing Address: 30 Elmwood Street
South Grafton, MA 01560

Phone Number(s): (508)839-0498 - Home

Email Address: rutht_anderson@verizon.net

Current Occupation: Town Assessor - Town of Boxborough

Narrative: After attending the informational session on March 3, 2016, I am motivated to use my experience as a current Assessor in Boxborough and former clerk in the Assessors' Office in Grafton to further affordable housing in Grafton. I understand the real estate market and have experience working with the Housing Board in my work community, and would welcome the opportunity to use that knowledge to help my home community.

Board(s) / Committee(s): AFFORDABLE HOUSING TRUST

If the Board is in agreement the Board will appoint Kris Koliss to the Affordable Housing Trust.



March 8, 2016

To Whom It May Concern:

I am interested in filling one of the open seats for the Grafton Housing Trust. I have been a resident of the town for three years now, purchasing my first home here. In addition, I opened a small business in Grafton 10 years ago. Paramount Realty Group is a full service real estate agency.

I have been a Realtor for almost fourteen years currently serving as the 2016 President for the Central Massachusetts Association of Realtors. I feel my real estate and board experience would allow me to bring ideas to the Trust and aid in continuing the greatness of Grafton.

Lastly, my resume is attached for review and references can be submitted upon request. Thank you for your time and I hope to be able to serve the Town of Grafton with a Trust seat.

Best,

A handwritten signature in black ink, appearing to read 'Kris Koliss', is written over the typed name.

Kris Koliss
Owner/Broker
Paramount Realty Group

If the Board is in agreement, the Board will accept the resignation of Detective William Kuck from the Grafton Police Department.

3/10/2016

To: Chief Norman Crepeau

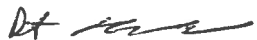
From: Detective William Kuck

Re: Retirement

Chief this letter is being submitted to notify you of my pending retirement. After meeting with the Worcester County Retirement Board on 3/9/2016 I have signed my retirement papers effective on April 30, 2016.

Respectfully Submitted

Detective William Kuck

A handwritten signature in black ink, appearing to read 'W. Kuck', is written below the printed name.

If the Board is in agreement the Board will accept the resignation of Jonathan Lincoln from the Mill Villages Advisory Committee.

From: Jonathan Lincoln <jlincoln@etfile.com>
Sent: Friday, March 18, 2016 12:26 PM
To: Clerks; Laura St John Dupuis; alison90@verizon.net
Subject: Mill Villages Advisory Resignation

To Whom It May Concern:

Please accept this as my formal resignation from the Mill Villages Advisory Council. I apologize for backing out of the committee, but my current job along with a 4 yr old and 2 yr old have simply gotten in the way of this commitment. I went into the council with expectations to be a valuable member. Unfortunately, I bit off more than I can chew and need to focus on other aspects of life.

I hope to get more involved with Grafton committees in the future. For now I will be an active citizen within the town, but not able to sit on any boards.

I wish you luck with future projects.

Jon

--

Jonathan Lincoln
VP of Business Development

etfile

287 Turnpike Rd. Ste. 125 Westboro, MA 01581

Phone: 508-475-4519

Fax: 508-983-7510

Web: www.etfile.com

If the Board is in agreement, the Board will accept the resignation of Kathleen A. Theoharides from the Conservation Commission

From: Katie Theoharides <kathleen@theoharidesconsulting.com>
Sent: Friday, March 18, 2016 10:30 PM
To: Laura St John Dupuis
Cc: Maria Mast; Sandra Brock
Subject: Resignation from Conservation Commission

Dear Ms. St. John Dupuis,

I'm writing to submit my resignation from the Conservation Commission, effective as of today, March 18th, as my family is relocating closer to Boston for me to take a new job.

I can likely attend meetings through the month of April, but will not be able to attend meetings starting in May. If I should stop attending meetings immediately in order to make my resignation official please let me know.

I've appreciated the opportunity to serve Grafton.

Sincerely,
Katie Theoharides

Katie Theoharides
Theoharides Consulting
theoharidesconsulting.com
5 Chestnut Street
Grafton, MA 01519
413.824.0842 (cell)
774.293.1958 (home office)

If the Board is agreement, the Board will vote to approve road closure for the Grafton Little League Parade on route 122, Sunday April 24, 2016, From 11:30 am to 12:30 pm. The parade will start at the South Grafton Elementary School and cross over to Ferry Street, ending at the Ferry Baseball Field.

Patricia Moulton
Grafton Little League Parade Chair
22 Elmwood Street
South Grafton, MA 01560
March 15, 2016

Board of Selectman
Attention: Jennifer Thomas
Administrative Assistant Board of Selectman
30 Providence Road
Grafton, MA 01519

Dear Board of Selectman:

My name is Patricia Moulton and I am the Parade Coordinator for the Grafton Little League. I am writing this letter to request Route 122 be closed Sunday, April 24, 2016 from 11:30 am to 12:30 pm for the Grafton Little League parade. The parade will start at the South Grafton Elementary School and cross over to Ferry Street, ending at the Ferry Baseball Field. I will notify the Chief of Police and the Fire Chief of this date and make sure that there will be a Police Officer present.

I would also like to extend an invitation to you to march in the parade and help us kick off this great event. If you have any questions, you may call me at (508)839-9679 or email me at trisha.moulton@gmail.com

Thank you for your consideration in this matter.

Sincerely,

Patricia Moulton
Grafton Little League Parade Chair

If the Board is in agreement, the Board will authorize the Town Administrator to purchase a mini wireless response system (voting clickers) from Audience Response Systems, Inc.



AUDIENCE RESPONSE SYSTEMS, INC.

March 8, 2016

Donna M. Girouard
Town of Grafton
30 Providence Road
Grafton, MA 01519

Dear Donna,

Thanks for your continued interest in our wireless response system to enhance your town hall voting meeting events. We would certainly appreciate an opportunity to work with you on this and future projects.

Audience Response Systems, Inc. is an industry leader in providing response system technology for meetings and events. In April, we are celebrating 32 years in business helping clients deliver powerful experiences to their audiences. We offer a variety of hardware, software, and a full service approach to enhance your meeting events.

Following is the 500 participant keypad quote for the Mini+ (10 Button) Wireless Response System. I have included our easy to use software product, *SNAP* in the quote. *SNAP* will allow you to conduct simple Yes/No/Abstain votes and will work with up to 500 people. If you want to go above the 500, you will need to use our more advanced *ARS PRO* Software (quoted in the optional items), or we can provide a technician to be on-site to operate *ARS PRO* software. I have included pricing on the rental of additional keypads and then the on-site support.

If you elect to purchase a system, you will need a PC based computer with Windows XP software or higher, MS PowerPoint 2003 or higher (32-bit) and one USB port for the base station connection. If you expand to more than 100, you'll need a second USB port for the software key to operate more than a 100 keypad license. The additional items needed include a video projection system (LCD) for display of questions and graphic summaries and an audio system for speaker support to play music clips during the polling period.

ARS Snap is the easiest way to add audience response into your PowerPoint slideshows. *SNAP*'s unique Content Analysis feature automatically recognizes any PowerPoint slide that contains a question created with a standard enumerated text slide format and places a polling trigger on the page for polling as needed. It polls the keypads and instantly displays a graph of the summary of results. It saves off the summary and individual results to an Excel spreadsheet for later analysis and review.

Some of the additional features *Snap* includes are: Filters, Individual and Team Scoring, ID Files for Participant names, Impromptu questions, Comparative Graphing (for pre-post testing) and Session control with a master keypad. You can download the software or just get a review of this package in the Introduction to *SNAP* PowerPoint that you can download on our website at <http://www.snap-ars.com/download/>.

INDIANA OFFICE

5611-C E. Morgan Avenue
Evansville, IN 47715
(812) 479-7507
FAX: (812) 479-1057
1-800-INVOLVE

NEW YORK OFFICE

42 Oak Avenue
Tuckahoe, NY 10707
(914) 961-1900



AUDIENCE RESPONSE SYSTEMS, INC.

Donna Girouard
March 8, 2016

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We offer 24/7 customer support. Monday-Friday 8-5 CST you can call our 800 number and the phone is always answered by a real person – no recording! Ask for tech support. After normal office hours you call the same 800 number and leave a message in our emergency voice mail box. Our phone system then rings management cell phones and you'll typically get a call back within 15 minutes. We can also give you a direct cell phone number if you prefer.

If you have any questions, or if I may be of further assistance, please don't hesitate to give me a call or send an e-mail. Thanks again for your interest! I look forward to discussing your specific needs further. Have a great day!

Best regards,

Debby Velders
Sales & Marketing Manager

E-mail: dvelders@audienceresponse.com

Please note: It is the customer's responsibility to seek assistance or clearance from their IT Department, if necessary, to download or install a software package from Audience Response Systems. The software does require the installation of ActiveX controls, possibly the installation of USB serial device drivers and also the use of a USB HASP which also requires proprietary device drivers. Because of these requirements, administrative privileges and turning User Account Control off are necessary in order to install the software, and the lack of administrative privilege will cause installation to fail and the software to be inoperable.

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AUDIENCE RESPONSE SYSTEMS, INC.

TOWN OF GRAFTON PURCHASE QUOTATION FOR 500 PARTICIPANT MINI PLUS WIRELESS RESPONSE SYSTEM

Qty	Item	Price Ea.	Price Ext.
1	Reply Mini Plus System Bundle Includes: 500 WRS-7100 Mini Plus Keypads w/wrist lanyards, one WRS-971 USB Stick base station, five soft carry cases and SNAP Software for up to 500 keypads	\$ 15,045.00	\$ 15,045.00
1	WRS-971 USB Stick Base Station (use with SNAP software key) (back-up)	275.00	<u>275.00</u>
Total			*\$ 15,320.00
Optional Items:			
10	WRS-7100 Mini Plus Keypads w/wrist lanyards (back-up)	\$ 30.00	\$ 300.00
1	WRS-971 USB Stick Base Station with SNAP Software for up to 100 keypads (back-up)	525.00	525.00
1	WRS-971 USB Stick Base Station (back-up – use with SNAP software key)	275.00	275.00
1	4-port USB 2.0 hub for multi-port system	42.00	42.00
500	Custom Neck Lanyards (100 minimum for company logo – wide variety of colors)	3.50	1,750.00
1	Artwork Set-up Fee (single color)	40.00	40.00
500	Plain Neck Lanyards	1.50	750.00
1	ARS Pro Software – End User 1 year license	1,295.00	1,295.00
1	ARS Pro Software – End User 2 year license	2,495.00	2,495.00
1	ARS Pro Software – End User 3 year license	3,595.00	3,595.00

*

- Plus shipping, handling, and any applicable taxes.
- Availability: 30 days ARO
- Two year parts and labor warranty.
- Requires credit approval or payment in advance of shipping.
- Software and Hardware support available on-line at www.snap-ars.com
- Comes with 1 Coin Cell battery. Normal lifespan 12-18 months.
www.batteryjunction.com for a good battery price in quantity purchase. Sony, Duracell or Maxell are recommended Reorder number CR-2032

03/08/2016

Please note: It is the customer's responsibility to seek assistance or clearance from their IT Department, if necessary, to download or install a software package from Audience Response Systems. The software does require the installation of ActiveX controls, possibly the installation of USB serial device drivers and also the use of a USB HASP which also requires proprietary device drivers. Because of these requirements, administrative privileges and turning User Account Control off are necessary in order to install the software, and the lack of administrative privilege will cause installation to fail and the software to be inoperable.

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AUDIENCE RESPONSE SYSTEMS, INC.

March 8, 2016

Donna M. Girouard
Town of Grafton
30 Providence Road
Grafton, MA 01519

Dear Donna,

Thank you for your interest in our wireless response system to enhance your May 9, 2016 town hall event. We have found the system to be a great tool to get everyone involved, provide instant feedback and promote discussion within the group. We would appreciate an opportunity to work with you and your group on this and future projects.

Following is the quote for using our Full Service offering with Reply Mini+ keypads for 300 participants for their one day event in Grafton, MA. They will use this system in conjunction with their own 500 newly purchased Mini+ KP system with our ARS Pro Software (required when you go over 500 keypads). I have included estimated on-site support expenses to give you an idea of the complete costs. The budget is based on one technician to be on-site for support and training on the SNAP software and the system hardware on May 10, the following day.

The additional items you will need include a video projection system for display of questions and graphic summaries, an audio system for speaker support and to play music clips during the polling period. If you are already planning any type of video and audio playback, we can tie into the same system.

If you have any questions, or if I may be of further assistance, please don't hesitate to give me a call or send an e-mail. Thanks again for your continued interest in working with us! I look forward to discussing this project with you further. Have a great weekend!

Best regards,

Debby Velders
Sales and Marketing Manager

e-mail: dvelders@audiencesresponse.com

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AUDIENCE RESPONSE SYSTEMS, INC.

TOWN OF GRAFTON FULL SERVICE BUDGET

Situation Analysis:

The Town of Grafton has asked Audience Response Systems, Inc. to provide a full service quotation for use of the Mini+ Wireless Response System during their May 9th 2016 Town Hall. The meeting will take place at their location in Grafton, MA. They plan to use the system for voting in a Yes/No/Abstain format. Final keypad count will be determined by the general public interest in current topics. It is possible attendance may reach 800. Following is a budget for your consideration. Budget is based on the council member's assistance with distribution, collection and packing of the keypads – 500 keypads of Town of Grafton and ARS 300 keypads. Lodging will be direct billed to the client's master account. No airfare will be needed for this event.

Budget: Full Service – 300 Mini+ keypads for regional event – One Day

System and Support

300 Participant Wireless Response System, 1 Day	\$ 1,500.00
Event Charge - Computers, Software, Administration	500.00
On-Site Technical Support, 1 Tech, 2 Days	<u>2,000.00</u>
System Total	\$ 4,000.00

Estimated Expenses: (billed back at cost or direct billed/paid by client)

Meals	\$ 120.00
Ground Transportation	360.00
Shipping and Handling	<u>550.00</u>
Total Estimated Expenses	\$ 1,030.00
Estimated Grand Total	\$ 5,030.00

Accepted by: _____ Date: _____

03/08/2016

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AUDIENCE RESPONSE SYSTEMS, INC.

Town of Grafton
Full Service Quotation

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*** The above pricing includes:**

- Setup and use of all necessary electronic equipment including response terminals, interface unit, necessary cabling, host computer and local monitor
 - Use of ARS PRO software package
 - Sufficient backup equipment to satisfactorily perform standard software requirements
 - On-site support by ARS technicians for set-up, operation and striking of the equipment
- Schedules include: May 9 –Travel, Set-up, Tech and Rehearsal
Meeting (7:00 PM - ?? PM), Strike
May 10 –Training, Strike, Travel
- Question entry for sessions
 - Post meeting results on site
 - Materials to assist in planning your presentation
 - Logistics planning and travel arrangements for our on-site technician(s), testing, packing, shipping and tracking of equipment to and from the meeting site

Customer is Responsible For:

- 500 Mini+ keypad system.
- Question/Content development
- Travel expenses for the technician (Roundtrip airfare/mileage, meals, telephone, lodging and ground transportation as required) – billed back at cost or direct billed/paid by client.
- Overtime for support beyond a 10 hour day
- Cost of shipping and handling of equipment. ARS maintains insurance coverage for equipment while in transit. Customer is responsible for security of equipment on-site.
- Security for the system while on-site – must be secured, responsible for parts of the Response System that may be lost, stolen, irreparably damaged while at the meeting site with the exception of failure or damage due to normal wear and tear. Lost or missing keypads will be invoiced at \$30.00 each.
- Video monitors/projection system for display of questions and graphic summaries
- Audio System for speaker support
- Any custom programming required

Payment Terms:

Once the project is confirmed, please return a signed copy of this full service quotation/contract. An invoice for 50% of the System Total will be issued from our accounting department as a deposit and is due one week prior to the event. An invoice for the remaining 50% of the System Total, travel and expenses, shipping and handling of the equipment will be billed following completion of the meeting and should be paid within 30 days of the invoice date. Our technicians work on a 10-hour day, including travel days. Overtime beyond 10 logged working hours is billed at \$82.50 per hour

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AUDIENCE RESPONSE SYSTEMS, INC.

Town of Grafton
Full Service Quotation

Page 3

Cancellation Clause:

In the event that the customer cancels this letter of agreement, the following cancellation fees shall apply:

- Cancellation notice within **five days** of the meeting, will result in **50%** of the billing, plus any out-of-pocket expenses incurred on behalf of the event
- Cancellation notice within **24 hours** of the meeting, will result in **100%** of the billing, plus any out-of-pocket expenses incurred on behalf of the event

Force Majeure:

Failure to provide services cited herein due to circumstances beyond our control (lack of audience participation, external radio interference or Wi-Fi saturation of the 2.4 GHz band, lack of cooperation on the part of individuals not contracted or employed by Audience Response Systems, Inc., strikes, acts of God, fire, flood, substantial snowstorm, war, terrorism, embargo, any United States or foreign government regulation, direction or request, accident, strike or other labor dispute or labor trouble, or any failure or delay of any transportation, power or communications system, etc.), will not be the responsibility of Audience Response Systems, Inc. Should any or all of the above situations arise, payment to be made to Audience Response Systems, Inc. will be limited to costs incurred in the effort to provide the service, plus 10% for overhead. In no case will billing exceed the cost of the contract.

Note: If Wi-Fi saturation occurs, it is client's responsibility to ensure that devices in the meeting room are disconnected from Wi-Fi networks in order for audience polling to occur, e.g.: phones/tablets are turned off or placed in airplane mode.

Miscellaneous:

Neither party may assign or transfer this letter agreement, or any part thereof without the written consent of the other party. This letter agreement constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by an authorized representative of each company.

If the agreement meets with your approval and is an accurate account of the project to-date, please sign the quotation and return it to us via fax at 812-479-1057. We thank you for the opportunity to be of service to you and look forward to working with you to enhance your project with audience response system technology.

I, _____, as an authorized representative of **Town of Grafton**, known to it as such and on its behalf, understand and agree to the terms and conditions of this Agreement.

(Your signature)

(Date)

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If the Board is in agreement, the Board will vote to sign the E.L. Harvey and Sons, Inc. contract extension.

TOWN OF GRAFTON

DATE: APRIL 5, 2016

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

E.L. Harvey and Sons, Inc.
["Contractor"]

68 Hopkinton Road
Westborough, Massachusetts

1. This is a Contract for the procurement of the following:

This is a three year contract with two optional years. The contractor shall provide all labor, equipment, vehicles, insurance and related business processes to pickup and transport residential solid waste and recycling for residences in the Town of Grafton. Trash will be picked up and transported on a weekly basis and recycling will be picked up and transported every other week.

Detailed scope of services are incorporated into this contract through the attached Exhibit A.

2. The Contract price to be paid to the Contractor by the Town is as follows:

FISCAL YEAR	AMOUNT
July 1, 2016 to June 30, 2017	\$555,074.00
July 1, 2017 to June 30, 2018	\$565,074.00
July 1, 2018 to June 30, 2019	\$571,172.00
OPTIONAL YEARS:	
July 1, 2019 to June 30, 2020	\$594,018.00
July 1, 2020 to June 30, 2021	\$617,778.00

3. Payment will be made as follows:

3.1 The Town shall receive an invoice once monthly for 1/12th of the annual cost identified above from the contractor and will provide prompt payment upon receipt.

3.2 Additional fees for trash removal services may be itemized on the above referenced monthly invoice or billed separately at the discretion of the Contractor. All additional fees must be agreed to in writing by the Town in advance of services being rendered.

4. Security

- 4.1 The Contractor must provide security in the form of a performance bond in the amount of one hundred percent (100%) of the contract amount.

Within fourteen (14) days of the signing of the contract, the Contractor shall be required to deposit with the Town a performance and payment bond, an irrevocable letter of credit, or other satisfactory surety in the amount of one hundred percent (100%) of the annual contract sum conditioned upon the faithful and satisfactory performance of this contract and the payment of wages incurred thereunder and all the terms and provisions thereof. Upon satisfactory completion of this contract, the surety will be returned to the Contractor.

The performance and payment bond shall remain in force and be augmented by each year on July 1st by the amount of increase, if any, required under this Agreement for the next year's total collection and transportation agreement amount. If the Contractor fails to deliver the performance bond by July 1st of each year, the Town shall have the right to terminate this agreement and the Contractor shall reimburse Town for all costs incurred by Town in connection with said termination, including but not limited to additional amounts Town must pay to the new contractor by Town to replace Contractor. The Contractor has full responsibility for renewal.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

The work of this contract shall be fully performed on a weekly basis by the Contractor in accordance with the provisions of the Contract Documents for a period of three years with two one year extensions available to the Town. The base three year period will begin July 1, 2016 and end June 30, 2019. The two one year extensions must be executed in writing, at the sole discretion of the Town, and not subject to assent by the Contractor.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on ninety (90) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual

receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; (2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not

limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any

violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;

- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

- 15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town

immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The

Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held

invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

Chairman, Board of Selectmen

The Contractor by:

Signature
Date 3/23/16
Benjamin Harvey President
Print Name & Title

Certified as to Form:

Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

DEAN F. POLYMENOS

Print Name

CHIEF FINANCIAL OFFICER

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A


DEAN F. POLYMENOS, authorized signatory for
name of signatory

E. L. HARVEY & SONS INC, whose
name of contractor

principal place of business is at 68 HOPKINTON RD, WESTBOROUGH MA 01581

does hereby certify under the pains and penalties of perjury
that E. L. HARVEY & SONS INC has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Signature

3/23/16
Date



RECEIVED TOWN CLERK
GRAFTON, MA
2016 MAR 25 AM 10 07

TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

March 29, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) Lake Quinsigamond Water Commission – Weed Control -Peter Collins

2. APPOINTMENTS

Town Administrator-None

Board of Selectmen

- a) Ruth T. Anderson – Affordable Housing Trust
- b) Kris Koliss – Affordable Housing Trust

3. RESIGNATIONS

- a) William Kuck – Retirement from Grafton Police Department
- b) Jonathan Lincoln – Mill Villages Advisory Committee
- c) Kathleen A. Theoharides – Conservation Commission

4. NEW BUSINESS

- a) Vote to Approve Road Closure For Grafton Little League- Sunday, April 24th
11:30-12:30PM
- b) Vote to Authorize the Town Administrator to Purchase Mini Plus Wireless
Response System from Audience Response Systems, Inc.

c) Vote to Sign EL Harvey Contract Extension

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

a) FY 17 Budget

8. MEETING MINUTES

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN